Leatherman, and the proceeds arising from such sale to be a part of the corpus of my estate and shall be invested by my executors, and the income arising therefrom shall be paid unto my said wife so long as she shall live."

In pursuance of this fourth section of the Will the three executors and the widow, Flora E. Leatherman, entered into an agreement with Floyd Leatherman and Annie K. Leatherman, his wife, whereby, a certain farm of 112 ucres, more or less, and a certain mountain lot containing 19 or 13 acres, more or less, was sold by the executors and the widow to one of the children and Annie K. Leatherman. This agreement was dated October 20,1921, and by its terms the purchaser was to pay \$7,000 to the executors for the property on or before the first day of april, 1922, at which time it was stipulated that, "upon the full payment of the purchase money the executors together with Flora E. leatherman, life tenant, "would execute and deliver to the purchasers a good and sufficient deed conveying the said real estate to them free and olear of all liens and incumbrances of every character, said conveyancing to be at the cost of the purchaser, Floyd Leatherman, including United States Pevenue Stamp". When the first of April, 1929 arrived Floyd Leatherman failed to appear, but a few days later there was a meeting of the parties and as was stated by council at the hearing Floyd Leatherman wlained at that meeting that his reversionary share of the purchase money was to remain in the farm at 19 interest, and on the other hand Mrs. Leatherman, the widow, contended that she understood the price to be paid by Floyd Teutherman was \$8,000, consequently the sale was not consumated.

Aside from these alleged misunderstandings as to the terms of the contract, the sale had never been reported to the Orphans Court for its approval. By Section 200 of Article 93 of the Code ot is provided that a sale by executors" shall not be valid or effectual unless ratified and confirmed by the Orphans Court after notice by publication given in the same manner as practiced in case of sales of land under decree in Equity". Mr. H.K. Delauter one of the solicitors in the case, stated at the hearing that he had prepared a report of sales to be presented to the Orphans' Court, but Mrs. Reatherman strenuously objected and forbade its being done, and Floyd leatherman, the purchaser, fulled to be prepared to comply with the terms of sule and so in effect the agreement of sale was repudiated by the most important parties to it, or if not repudiated, they failed to have it ratified so as to become valid and effectual and binding upon all parties thereto. In the case of Warehime vs. Graf, 83 Md., page 101, the Court says speaking of sales by executors." the sale is not valid unless ratified and confirmed by that Court after notice by publication as practiced in Courts of Equity" so that the efforts made to sell the property in accordance with the provisions of the fourth clause of the Will were futile.

Aunsequently the bill of complaint in this case was filed, alleging the facts substantially as above set forth and averring that it would be to the Widow's best interest and advantage and to the best interest and advantage of the remaindemen under the Will of John W.Leatherman that said real estate be sold by a decree of this Court and the proceeds of sale invested so as to insure to the benefit of the widow for life as provided in the last will and testament of the testator. John W.Leatherman, deceased.

This bills seems to be filed under Section 228 of Article 16 of the Code of Public General Laws where it is provided that "if it shall appear to be advantageous to the parties concerned" in a stitution like that presented by the facts in this case, the Court may decree a sale of the land and direct the investment of the proceeds of sale so as to inure in like manner as by the original grant to the use of the same parties who would be entitled to the land sold.

As was states above the widow filed the bill in her name against the executors and the remaindermen and their wives and husband. Eth 1 E. Horine and husband and Ethel E.